

FAAS



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

**Gloria Molina**  
First District

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Fifth District

March 18, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT 3 TO AGREEMENT H-208588  
WITH MERRY X-RAY CHEMICAL CORPORATION  
(All Districts) (3 Votes)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and authorize the Director of Health Services, or his designee, to sign Amendment No. 3 (Exhibit I) to Agreement No. H-208588 with Merry X-Ray Chemical Corporation to extend the Agreement effective April 1, 2004 through June 30, 2005, at an estimated total net County cost of \$651,300, comprised of \$621,050 for the Department of Health Services, \$5,250 for the Department of Coroner, and \$25,000 for the Sheriff's Department.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

In approving the recommended action, the Board of Supervisors (Board) is allowing for the continued, uninterrupted provision of medical x-ray film processor maintenance and repair services, and the collection and disposal of medical x-ray chemicals at various Department of Health Services (DHS), Sheriff's Department, and Department of Coroner's facilities.

Current County policy and procedures require the timely submission of agreements and amendments for Board approval. However, this amendment was not scheduled for the Board agenda three weeks prior to its expiration because additional time was needed to confirm the utilization of these services and the cost data related to these services for the Sheriff's and Coroner's Departments.

FISCAL IMPACT/FINANCING:

The estimated total net County cost of Amendment No. 3 to Agreement No. H-208588 is \$651,300, comprised of \$621,050 for DHS, \$5,250 for the Department of Coroner, and \$25,000 for the Sheriff's Department, effective April 1, 2004 through June 30, 2005.

Funding for this Agreement is included in the 2003 - 2004 DHS Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On August 19, 1997, the Board approved Agreement No. H-208588 with Merry X-Ray Chemical Corporation for the provision of medical x-ray film processor maintenance and repair services and collection and disposal of medical x-ray chemicals at various Department of Health Services, Department of Coroner and Sheriff's Department health facilities. The term of the Agreement commenced on August 19, 1997 through September 30, 2000.

On September 19, 2000, the Board approved Amendment No. 1 authorizing a six-month extension of the Agreement term effective October 1, 2000 through March 31, 2001 with no increase in the annual maximum County obligation.

On March 20, 2001, the Board approved Amendment No. 2 authorizing the three-year extension effective April 1, 2001 through March 31, 2004.

Amendment No. 3 will extend the agreement to June 30, 2005. This Amendment will allow DHS to conduct an RFI to determine if this agreement along with several others should be bid competitively or negotiated as a sole source agreement.

Under the Agreement, Merry X-Ray provides both routine and emergency medical x-ray film processor maintenance and repair services, and furnishes, collects and disposes of medical x-ray chemicals, such as developer and fixer, at various DHS, Sheriff's Department and Department of Coroner's facilities.

Merry X-Ray separately bills DHS, the Department of Coroner, and the Sheriff's Department for these various services to x-ray equipment at their respective facilities. This amendment will be effective on April 1, 2004 and remain in effect through June 30, 2005.

DHS has made a determination that the services are of a professional nature and are required on an intermittent basis.

Attachment A provides additional information.

The amendment (Exhibit I) has been approved as to form by County Counsel.

CONTRACTING PROCESS:

In March 2000, LAC+USC Medical Center (LAC+USC) conducted a Request for Information process with the four known providers of x-ray maintenance and repairs and x-ray chemical collection and disposal.

Based on the responses, LAC+USC and the Sheriff's and Coroner's departments mutually decided to renegotiate the rates with Merry X-Ray, and to recommend extension of that Agreement from April 1, 2001 to March 31, 2004.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval will ensure the continued provision of medical x-ray film processor maintenance and repair services and collection and disposal of medical x-ray chemicals at DHS, Sheriff's, and Coroner facilities.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:dar

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

**SUMMARY OF AGREEMENT**1. TYPE OF SERVICE:

Medical x-ray film processor maintenance and repair and medical x-ray chemical services at various Department of Health Services, Sheriff's Department and Department of Coroner facilities.

2. AGENCIES NAME AND CONTACT PERSONS:

Merry X-Ray Chemical Corporation  
1422 Gardena Avenue  
Glendale, California 91204-2784  
Attention: Alan Lewin, Manager  
Telephone: (818) 240-8370

3. TERM:

The term of Amendment No. 3 to Agreement No. H-208588 shall commence on April 1, 2004 and continue until June 30, 2005.

4. FINANCIAL INFORMATION:

The maximum County obligation under the current agreement is \$651,300, comprised of \$621,050 for DHS, \$5,250 for the Coroner and \$25,000 for the Sheriff, effective April 1, 2004 through June 30, 2005.

LAC+USC Medical Center:	\$310,250.00
King/ Drew Medical Center:	\$ 87,500.00
Olive View/UCLA Medical Center:	\$ 54,000.00
Harbor-UCLA Medical Center:	\$115,500.00
High Desert Health Systems MACC:	\$ 25,000.00
Rancho Los Amigos National Rehabilitation Center:	<u>\$ 28,800.00</u>
Total	\$621,050.00

5. GEOGRAPHIC AREA SERVED:

All Districts.

6. APPROVALS:

LAC+USC Medical Center:	Pete Delgado, CEO
King/Drew Medical Center:	David Runke, Interim CEO
Olive View/UCLA Medical Center:	Melinda Anderson, CEO
Harbor-UCLA Medical Center:	Tecla Mickoseff, CEO
High Desert Health Systems MACC:	Beryl Brooks, CEO
Rancho Los Amigos National Rehabilitation Center:	Valerie Orange, Acting CEO
Contracts and Grants Division:	Irene E. Riley, Chief
County Counsel:	Leela Kapur, Assistant County Counsel

MEDICAL EQUIPMENT MAINTENANCE AND  
REPAIR SERVICES AGREEMENT

AMENDMENT 3

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

by and between

COUNTY OF LOS ANGELES (here-  
after "County"),

and

MERRY X-RAY CHEMICAL  
CORPORATION, (hereafter  
"Contractor").

WHEREAS, on August 19, 1997, County and Contractor entered  
into an Equipment Maintenance and Repair Services Agreement  
further identified as Agreement No. H-208588, Amendment 1 and  
Amendment 2 hereto (Collectively hereafter "Agreement"); and

WHEREAS, pursuant to Sections 1441 and 1445 of the  
California Health and Safety Code, County has established and  
maintains, through its Department of Health Services, various  
County hospitals, health centers and comprehensive health  
centers, Department of Coroner and County Sheriff's Department  
(all hereafter referred to as "Facilities"); and

WHEREAS, County has neither sufficient personnel nor  
adequate space at this time to provide all the needed equipment  
maintenance and repair services at facilities; and

WHEREAS, Contractor is duly licensed and certified in  
California, and Contractor is equipped and staffed to provide the  
services described hereunder and possesses the competence,

equipment, licenses, expertise and personnel required to provide such services; and

WHEREAS, the parties desire to extend the term of the Agreement to continue to provide for maintenance and repair services for the equipment of County's facilities, with other changes, as set forth herein; and

WHEREAS, County is authorized by California Government Code Section 31000 to contract for these services; and

WHEREAS, for the period of this Amendment, Contractor otherwise agrees to provide County facilities with such equipment maintenance and repair services in accordance with the terms and conditions in the Agreement; and

WHEREAS, the Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties here agree as follows:

1. This Amendment shall commence on April 1, 2004 and shall continue in full force and effect to and including June 30, 2005.

2. To the extent not inconsistent with this Amendment and except as set forth and/or in accordance with the terms below, the terms and conditions of Paragraphs 1 through 30, and Amendments 1 and 2, inclusive, shall continue in effect during the term of this Amendment.

3. Paragraph 31, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be added to the Agreement as follows:

"31. CONTRACTOR RESPONSIBILITY AND DEBARMENT :

A. A responsible contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or

offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor or the Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors which shall



have the right of its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code."

4. Paragraph 32, CONTRACTOR'S OBLIGATION AS AN OTHER ENTITY UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, shall be added to the Agreement as follows:

"32. CONTRACTOR'S OBLIGATION AS AN OTHER ENTITY UNDER THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.

Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall notify DHS Environmental Health personnel that such access has been gained immediately, or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove."

5. Paragraph 33, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be added to the Agreement as follows:

"33. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to

County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

6. Paragraph 34, COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM, shall be added to the Agreement as follows:

"34. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any sub-contractor to perform services for the County under the Contract, the sub-contractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury

Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit "D", is the required form, "County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form", to be completed by the Contractor.

D. Contractor's violation of this Sub-paragraph of Agreement may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

7. Paragraph 35, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, shall be added to the Agreement as follows:

"35. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each sub-contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit "E", Safely Surrendered Baby Law, as reference and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes."

8. Paragraph 36, CONTRACTORS ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, shall be added to the Agreement as follows:

"36. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business.

Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractors place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used."

9. During the extended period, Contractor shall be compensated in accordance with the same payment provisions and same rate(s) specified in the Agreement as of March 31, 2004.

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

MERRY X-RAY CHEMICAL CORPORATION  
Contractor

By Alan C. Lewin  
Signature

Alan C. Lewin  
Printed Name

Title Vice President  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

By Leela Kapsner  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Irene E. Riley, Chief  
Contracts and Grants Division



# COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	(       )	
Solicitation For ( Type of Goods or Services):		

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.**

### **Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

### **Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.*

**The California Safely  
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

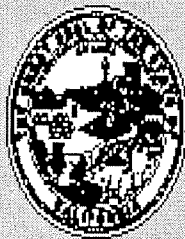
Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever  
has to abandon a child again.**

**no shame.  
no blame.  
no names.**

**now there's a way  
to safely surrender  
your baby**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary  
**Department of Social Services**  
Rita Saenz, Director



#### **What is the Safely Surrendered Baby Law?**

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

#### **How does it work?**

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

#### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

#### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

#### **Does a parent have to tell anything to the people taking the baby?**

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

#### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

#### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

#### **What if a parent wants the baby back?**

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

#### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

#### **The Eighteenth Safely Surrendered Baby in California**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

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**Every baby deserves a chance for a healthy life.**

**If you or someone you know is considering giving up a child, learn about your options.**

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**Los Angeles County**  
**Safely**  
**Surrendered**  
**Baby**  
**Hotline**



**(877)BABY SAFE**

**Toll Free (877) 222-9723**

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- **Guaranteed Confidentiality**
- **7 Days a Week**
- **24 Hours a Day**
- **English and Spanish and 140 Other Languages Spoken**



INFO LINE of Los Angeles has been in business since 1981.  
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.



# Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



Estado de California  
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

Departamento de Servicios Sociales  
(Department of Social Services)  
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite-Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

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***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***